



COUNTY OF SAN DIEGO

DEPARTMENT OF PLANNING AND LAND USE: Zoning

APPLICATION DEPOSIT ACKNOWLEDGEMENT AND AGREEMENT

INTRODUCTION

It is the policy of the County of San Diego to recover from applicants for land development approvals the full cost of processing such applications, including all time spent by County staff to review, comment, coordinate and communicate with applicants and the public on the processing of a proposed application. (See Board of Supervisors' Policy B-29: <http://www.sdcounty.ca.gov/cob/docs/policy/B-29.pdf>). For application types where processing costs vary substantially between individual applications, the County establishes a deposit account to assure cost recovery. In such cases, an initial **deposit** is required, in an amount as set by ordinance to cover the estimated costs of the initial review (Scoping) of a project following intake of the application. In the event the estimated deposit is not sufficient to cover actual costs of the initial scoping, an additional deposit will be required. At the conclusion of scoping of the project (approximately 30 days after application), a refined project-specific estimate of total costs to process your application to completion, based upon a number of assumptions, will be provided with a complete listing of project specific issues, revisions, and studies required as deemed necessary for compliance with State and County codes and ordinances.

The cost associated with processing a discretionary permit with the Department of Planning and Land Use varies widely depending on the type of entitlement being applied for and the complexity of the project. Estimates of processing costs for a variety of permit types have been identified based on historic data for recently completed projects. These summaries are available on the DPLU website at <http://www.sdcounty.ca.gov/dplu/docs/cost-schedule-summary.pdf>. Actual cost may vary substantially from the ranges listed online due to project location, environmental issues, planning constraints, appeals or code/ordinance compliance. The applicant is required to pay all costs associated with application processing, regardless of the original estimate provided or historic costs. When the application and case closure process is complete, any remaining funds in the deposit account will be refunded.

AGREEMENT

The person named below as "Depositor" is herewith depositing, or has previously deposited with the County of San Diego the sum of \$ 40,000 for the initial review (Scoping) of the following application being filed with the County:

Said deposit and any subsequent deposits are made on behalf of the person, corporation or partnership named below as the "Financially Responsible Party". With reference to said application to said application and deposits, Depositor and Financially Responsible Party hereby acknowledge and agree as follows:

1. Said initial deposit and any subsequent deposits shall be held by the County in an account under the name of Financially Responsible Party, and Financially Responsible Party shall be considered the owner of all funds in said account, and Depositor (if different from Financially Responsible Party) releases any interest in said funds. Except as provided below, any funds remaining in said account at the completion of work on said application shall be refunded to the Financially Responsible Party at the address below. In the case that the Financially Responsible Party transfers ownership of the subject property and wishes to transfer responsibility of the developer deposit account to the new owner, a Developer Deposit Change of Financial Responsibility Form must be completed to authorize transfer of ownership of funds in said account. The form is accessible at: http://www.sdcounty.ca.gov/dplu/regulatory/DD/docs/Change_of_Ownership_Request.pdf.
2. All costs incurred by the County in processing said application, including overhead, whether within or over the amount of project-specific estimate provided at the conclusion of the initial Scoping of the project (typically 30 days), shall be paid by the Financially Responsible Party. This is the Financially Responsible Party's personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in Financially Responsible Party's business organization, or any

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other reason. As work proceeds on an application, actual County costs, as established by County Ordinance, will be recorded and invoiced against the deposit account. County is authorized to deduct such costs from said deposits at such times and in such amounts as County determines. The County may allow incremental deposit submittals by the Financially Responsible Party over the course of the project processing such as **prior** to each submittal, public review, and hearing(s), as applicable to the permit. "Costs incurred by the County" as identified in this paragraph may include costs for the services of an outside contractor. Where the County determines it is necessary to engage the services of an outside contractor or other County Departmental staff to assist with application processing, costs for such services are to be paid by the Financially Responsible Party in the same manner identified above.

If the Financially Responsible Party withdraws an application not involving a violation of a County ordinance, County will cease processing of the application within one day and will proceed with the case closure process. The Financially Responsible Party is responsible for all case closure costs. Case closure costs will be minimized to the maximum extent practicable.

3. If it is determined that the estimated cost provided in the original cost estimate will not be adequate to cover all costs associated with application processing, the estimate will be refined and additional monies may be required. County may make a written demand for additional deposit(s) and the Financially Responsible Party shall deposit with County such additional sums demanded within 14 days of the date of County's request. If Financially Responsible Party fails to deposit such additional sums within said period, County staff will cease work on said application until such funds have been deposited. If no deposit is received within 30 days, the County may forward said application to the appropriate decision-maker with a recommendation for denial. The application will not be finalized for hearing or decision until required deposits are paid in full. If at any point in the processing of the project, the deposit account becomes depleted, County staff shall stop work on the project until sufficient funds are restored. When the processing of the application is completed, any unused amount in deposit account will be refunded.
4. If the amount of costs incurred by County exceeds the amount of funds on deposit, and the Financially Responsible Party has failed to pay County sufficient funds to cover said deficit after demand, County may, in addition to ceasing work on said application, take any or all of the following actions:
 - (a) cease work and refer the account to the County's collection agency;
 - (b) commence suit or pursue any other legal or equitable remedies available to it.
5. If County commences suit to recover any deficit in processing costs, the party prevailing in such suit shall be entitled to recover as costs from the other party its costs of litigation, including reasonable attorneys' fees.

I have read and understand all of the above information related to deposit accounts and enter into the above agreement.

FINANCIALLY RESPONSIBLE PARTY:

Signature _____



Print Name Clark Crawford, Tierra del Sol Solar Farm LLC.

Number & Street 4250 Executive Square Suite 770

City, State & Zip San Diego, CA 92037

Signature _____



DEPOSITOR:

Date _____

06/11/2012